

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement ("Agreement") dated October 15, 2022 ("Effective Date") is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter "Commission"), and Generation Housing, a project of the Tides Center as a 501(c)(3) non-profit organization (hereinafter "Consultant").

### **RECITALS**

WHEREAS, Consultant represents that it is a duly qualified company, experienced in the preparation of strategic plans and other management efforts relating to securing prohousing designations per the California Department of Housing and Community Development's regulations and guidelines; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for the purpose of assisting the County of Sonoma and various Sonoma County cities in securing prohousing designations (the "Project"); and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **AGREEMENT**

#### **1. Scope of Services.**

1.1. Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in **Exhibit "A"** and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2. Cooperation With Commission. Consultant shall cooperate with Commission and Commission staff in the performance of all work hereunder.

1.3. Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Commission shall not operate as a waiver or release. If Commission determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this

Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget and billing schedule set forth in **Exhibits C and D**, provided, however, that total payments to Consultant shall not exceed \$375,000, without the prior written approval of Commission. Commission agrees to pay to Consultant amounts not to exceed the costs incurred by Consultant consistent with the budget set forth in Exhibit C, attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in quarterly installments, after Consultant submits adequate written documentation of the expenses incurred. Said written documentation shall include the reporting requirements as specified in Section C of Attachment A, Scope of Services, as well as a list of all reimbursable expenses, a list of tasks performed by each staff member during the billing period not covered in the report, and a statement of approximate percentage of each employee's work week devoted to the enumerated tasks.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of

business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 15, 2022 to October 14, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving fourteen (14) days written notice to Consultant.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Commission may immediately terminate this Agreement by giving Consultant fourteen (14) days written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination. Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the

amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate. The Commission's Executive Director, in consultation with County Counsel, has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant will indemnify, hold harmless, and release Commission, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in **Exhibit B**, which is attached hereto and incorporated herein by this reference.

<http://sonomacounty.ca.gov/HR/Liability/Requirements/>

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Commission may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, Commission personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

9. Content Online Accessibility. Commission and County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1. Standards. All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

9.2. Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Commission staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.3. Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission and/or County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with County Accessibility Standards, Commission and/or County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission and/or County, repair or replace the non-compliant materials within such period of time as specified by Commission and/or County in writing. If the required repair or replacement is not completed within the time specified, Commission and/or County shall have the right to do any or all of the following, without prejudice to Commission and/or County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom Electronic Information Technology (EIT) developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

9.4. Commission's Rights Reserved. Notwithstanding the foregoing, Commission may accept deliverables that are not strictly compliant with County Accessibility Standards if Commission, in its sole and absolute discretion, determines that acceptance of such products or services is in Commission's best interest.

10. Representations of Consultant.

10.1. Standard of Care. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance

with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Commission shall not operate as a waiver or release.

10.2. Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant shall provide all final materials to the Commission. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3. No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the Commission.

10.4. Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Commission harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission with proof of payment of taxes on these earnings.

10.5. Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

10.6. Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Commission, Consultant shall complete and file and shall require any other person doing work

under this Agreement to complete and file a “Statement of Economic Interest” with Commission disclosing Consultant’s or such other person’s financial interests.

10.7. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

10.8. Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission’s Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9. Title VI Discrimination. Consultant assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and 24 CFR Part 1, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement. Such discrimination includes, but it not limited to, a failure to provide sufficient language services to participants with Limited English Proficiency.

10.10. Section 504 Discrimination. Consultant shall comply with Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which provides in part that no otherwise qualified individual shall be denied the opportunity to participate in a program or activity because of their disability, may not be required to accept a different kind or lesser program or service than what is provided to others without disabilities, may not be denied access to locations where services are offered because of physical impairments, and may not be required to participate in separate programs and services from those available to persons without disabilities. Generally, an otherwise qualified individual with a disability shall not, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement.

10.11. AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment,

and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.12. Provision of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be provided to the Commission. Consultant shall deliver such materials to Commission upon request in their final form and format.

10.13. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits Commission's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COMMISSION: Sonoma County Community Development Commission  
ATTN: Dave Kiff  
1440 Guerneville Road  
Santa Rosa, CA 95403  
Fax: (707) 565-7583  
Email: [dave.kiff@sonoma-county.org](mailto:dave.kiff@sonoma-county.org)

**TO CONSULTANT:**            Generation Housing  
ATTN: Jen Klose  
427 Mendocino Avenue, Suite 100  
Santa Rosa, CA 95401  
Email: Jen@generationhousing.org



When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1. No Waiver of Breach. The waiver by Commission of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Commission acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Commission acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall

be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

15. The Commission grants to Contractor an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform, and/or display any work products developed by Contractor in connection with the services performed under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SIGNATURES BEGIN ON NEXT PAGE

**CONSULTANT/CONTRACTOR**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jen Klose

Title: Executive Director, Generation Housing

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Name:  
Title: Executive Director, The Tides Foundation

**SONOMA COUNTY COMMUNITY DEVELOPMENT  
COMMISSION**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Dave Kiff, Interim Executive Director

**CERTIFICATES OF INSURANCE ON FILE WITH  
AND APPROVED AS TO SUBSTANCE BY THE  
COMMISSION**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Dave Kiff, Interim Executive Director

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
County Counsel

## **Exhibit A: Scope of Services**

### **A. Prohousing Initiative**

California's new "Prohousing Designation" Program (PHD) includes:

1. New local housing policies that drive real systems change with generational impact for our most vulnerable;
2. Attraction of significant affordable housing and infrastructure funding; increased production of high-quality, affordable homes; and
3. Resultant improved economic stability and health and educational outcomes of our residents, strengthening our local economy, reducing traffic, and reducing our greenhouse gas emissions.

As a part of this Agreement, Generation Housing (GH) will draft PHD Roadmaps for three jurisdictions, Santa Rosa, Rohnert Park, and Healdsburg (the "Cities")\* with model policies designed primarily to increase production of housing. The policies will prioritize affordable housing for our low wage earner families, BIPOC and other marginalized communities — the people who suffered disproportionality in the pandemic, and workforce housing needed for our middle-income earners, with an emphasis on multifamily housing near transit, a key climate action strategy.

In its policy development Generation Housing will look to applicable research, the best practices and results of other jurisdictions that have successfully increased housing production, and input from the community. Community input will be gathered through a Model Policy Advisory Committee, a stipended group representing the program beneficiaries and other historically marginalized communities, and input gathered through direct community engagement by the Youth Promotores de Vivienda will direct the final Roadmaps.

GH's work will include education of community members and leaders regarding prohousing policies to minimize and mitigate impact of organized opposition, and working collaboratively with the Cities on Roadmap implementation.

\*All roadmaps and policies will be made available as resources to any of the region's jurisdictions.

### **B. RHNA Transfer Advocacy**

Additionally, as part of the focus on climate-smart infill development, Generation Housing will also work at the state level as necessary to support the transfer of RHNA requirements to the county's urban centers.

## **Program Workplan**

### **A. Prohousing Initiative**

PHASE I. Evaluation and Research

1. In partnership with 4Leaf, Inc., complete final evaluations of the current scores on the PHD 30-point scale for three partner jurisdictions (“the Cities”).
2. Research and evaluate potential prohousing policies with the best potential for housing production acceleration that are aligned with equity and climate action principals, with an emphasis on policies that address lack of development of low-income (LI), very-low income (VLI), and extremely low-income (ELI) housing. This research shall include, but not be limited to, a discussion and analysis of whether it is more beneficial for housing recipients to secure new affordable housing units in either mixed income settings or in more homogenous settings.
3. Develop a suite of recommended potential policies for the Cities.

## PHASE II. Community Engagement and Roadmap Development

1. With the assistance of relevant community-based organizations, create a stipended Model Policy Advisory Committee (the IMPACT Team) to evaluate and prioritize goals and policies.
2. Facilitate the work of the IMPACT Team to prioritize goals and policies.
3. Use the IMPACT Team’s prioritization efforts to create a draft PHD Policy Roadmap (Roadmaps) for each jurisdiction.
4. In collaboration with Latino Service Providers, employ the Youth Promotores de Vivienda to seek direct community feedback from prioritized communities/census tracts on the Roadmaps.
5. Work in collaboration with the IMPACT Team to analyze community feedback and determine the final prioritization of goals and policies to direct final Roadmaps.
6. Revise and finalize Roadmaps per IMPACT Team’s priorities.

## PHASE III. Implementation

1. Work in collaboration with the Cities’ respective planning staffs to develop implementation plans of the Roadmaps and model policies.
2. Produce educational programming and materials regarding the PHD to elected policymakers and the public to mitigate and minimize impact of organized opposition.
3. Provide promotional outreach to the state-wide affordable housing community to generate interest in Sonoma County affordable housing development.
4. Work in partnership with 4Leaf, Inc. to provide technical assistance to the Cities’ respective planning staff for completion of their Prohousing Designation applications to the State of California once eligible.

### B. RHNA Requirement Transfer Advocacy

On an as-needed basis, consistent with the emphasis by the PHD on developing climate-smart multifamily infill housing, Generation Housing will work in parallel to the Prohousing Initiative in partnership with the County and 4Leaf, Inc., to advocate for the transfer of Sonoma County’s RHNA requirements to the county’s urban centers. This may include state-level political advocacy as necessary as well as communication with HCD regarding Generation Housing’s

progress with the Cities on development of prohousing policies that will help accelerate the increased development resulting from this (these) transfer(s).

### C. Reporting and Collaboration

Generation Housing staff will provide, at a minimum:

1. A regular (quarterly) update as to progress in securing pro-housing designations, including city-by-city updates as to successes, challenges, and barriers. This would include a log of who was contacted by city (city manager, mayor, planning director) and when, further outreach following that as needed.
2. Coordination with the County communications teams and City PIOs as to building community awareness of the pro-housing designation and the benefits of attaining the designation. Ideally, Generation Housing would continue its efforts to profile people as real individuals instead of categorizing housing income types in educational materials.
3. Regular reporting to and consultation with the Sonoma County Economic Development Board (EDB) to stay aligned with EDB's efforts to improve workforce housing units and stock (including unsubsidized units at 60-120% of Area Median Income).

## Exhibit B: Insurance Requirements

### Section I – Insurance to be maintained by CONSULTANT

CONSULTANT shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for October 15, 2022 – October 14, 2023 after all funds have been disbursed.

COMMISSION reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. COMMISSION's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or COMMISSION's failure to identify any insurance deficiency shall not relieve CONSULTANT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if CONSULTANT has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If CONSULTANT currently has no employees as defined by the Labor Code of the State of California, CONSULTANT agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If CONSULTANT maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. CONSULTANT is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether CONSULTANT has a claim against the insurance or is named as a party in any action involving the County.
- d. Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Rd, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of CONSULTANT's ongoing

operations. (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and CONSULTANT and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. **Required Evidence of Insurance:**
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if CONSULTANT owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance** *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

### **5. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **6. Documentation**

- a. The Certificate of Insurance must include the following reference: Sonoma County Prohousing Designation Effort
- b. CONSULTANT shall submit required Evidence of Insurance prior to the execution of this Agreement. CONSULTANT agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance



is: Sonoma County Community Development Commission 1440 GUERNEVILLE RD,  
SANTA ROSA CA, 95403.

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. CONSULTANT shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

## **7. Policy Obligations**

CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

## **Section II – Insurance to be Maintained by CONSULTANT's contractors and/or consultants --**

### **1. General Liability Insurance**

- a. Proof of Commercial General Liability Insurance shall be provided on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Subcontractor shall name contractor / subrecipient and the County of Sonoma as an additional insured to the policy coverage required above. Proof of additional insured coverage must be provided by a Certificate of Insurance before the commencement of work.

Exhibit C: Budget

**BUDGET**

PERSONNEL		FTE	Full-time salary	12 month County Contract	Total Program Cost
Job Title					
1.	Executive Director	0.17	\$140,400.00	\$23,868.00	\$70,200.00
2.	Policy Director	0.12	\$98,000.00	\$11,760.00	\$11,760.00
3.	Community Engagement Director	0.15	\$98,000.00	\$14,700.00	\$14,700.00
4.	Operations & Development Director	0.12	\$95,000.00	\$11,400.00	\$28,500.00
5.	Communications Manager	0.50	\$70,000.00	\$35,000.00	\$35,000.00
6.	Prohousing Director	1.00	\$103,000.00	\$103,000.00	\$103,000.00
7.	Prohousing Promoter	0.70	\$44,720.00	\$31,304.00	\$44,720.00
Subtotal Salaries				\$231,032.00	\$307,880.00
6.	Benefits 28% of Personnel Costs			\$64,688.96	\$86,206.40
Total Personnel				\$295,720.96	\$394,086.40
OPERATING EXPENSES					
Category					
1.	IT (software, computer equipment, etc)			\$2,000.00	\$8,000.00
2.	Travel Mileage			\$1,500.00	\$1,500.00
3.	Meeting planning/facilitation (quarterly @1k each)			\$2,000.00	\$2,000.00
4.	Printing/materials costs			\$2,000.00	\$12,000.00
5.	Translation & Interpretation Services			\$3,000.00	\$24,000.00
Total Operating				\$10,500.00	\$47,500.00
SUBCONTRACTORS					
Category					
1.	Data Researcher			\$15,000.00	\$27,000.00
2.	Model Policy Advisory Committee Stipend			\$4,500.00	\$4,500.00
4.				\$0.00	
5.				\$0.00	
Total Subcontractors				\$19,500.00	\$31,500.00
Subtotal Budget				\$325,720.96	\$473,086.40
Indirect Costs** (15%)				\$48,858.14	\$70,962.96
Total Budget				\$374,579.10	\$544,049.36

## Exhibit D - Billing Schedule

*Assuming work done to the satisfaction of the Commission and consistent with the Agreement*

<b>Quarter</b>	<b>Amount</b>
October 15 to December 31, 2022	\$93,644.78
January 1 to March 31, 2023	\$93,644.78
April 1 to June 30, 2023	\$93,644.78
July 1 to October 14, 2023	\$93,644.78
Total =	\$374,579.10